

lished such agreement and acts of part performance, by that clear and unambiguous evidence which is required by the rule? I think not. It appears to me, that the complainant's case falls below that strict standard of proof, which the most eminent judges have declared to be indispensable, and a strictness, too, which no disposition is manifested to relax, the determination on the contrary being often expressed, not to carry the exceptions of cases from the statute, further than required by former decisions. *Story's Eq.*, sec. 766.

Lord Redesdale, said, in the case of *Lindsay vs. Lynch*, 2 *Sch. and Lef.*, 4, that it was absolutely necessary for courts of equity to make a stand, and not to carry the decisions further, a resolution which met the approbation of Chancellor Kent in *Parkhurst vs. Van Cortland*, already referred to, and which, as it seems to me, must commend itself to all who are not disposed to see the statute frittered away, until no vestige of it shall remain.

In this case we look in vain for that unequivocal evidence of a contract, to sell and convey, as alleged in the bill. It is obvious from the evidence on both sides, that Mrs. Shepherd, the mother, never did consider her power and dominion over the land, as transferred to the complainant. She spoke frequently of her intention to dispose of it by her will, which, upon the supposition that she had contracted to sell and convey, and had received the consideration money, she of course had no power to do. It is also clear from other portions of the proof that the complainant regarded his mother as possessing the power of disposition over the property; an impression which he could not have entertained, if he considered himself in possession under a valid contract of purchase.

That there was a family understanding, that the complainant was to have this land at the death of his mother, is quite apparent, not only from the evidence of members of the family, but of others; but I cannot see in the record, that species of proof upon which alone this court is authorized to decree a specific execution of a parol agreement in relation to land, and, therefore, I must dismiss the bill, though there is enough in the